

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **MADISON VISIONARY PARTNERS** (hereinafter “MVP”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

WITNESSETH:

WHEREAS, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

WHEREAS, MVP will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that MVP shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to MVP the sum of forty thousand dollars and no cents (\$50,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. MVP pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MVP agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by MVP.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MVP regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of MVP, nor shall MVP at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, MVP being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of MVP and that officers, employees, and any other agents of MVP are not nor shall they be deemed to be officers, employees, or agents of the City.
7. MVP is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. MVP hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or MVP may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. MVP agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on each day and year evidenced below.

MADISON VISIONARY PARTNERS

By: _____

Its: _____

Date: _____

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I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the Madison Visionary Partners is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

EXHIBIT A

MVP seeks to support the City of Madison in the following key areas:

- Lead a broad-base community coalition to support needs in Madison
- Support large projects in the City of Madison
- Create community projects in the City of Madison
- Act as a fiscal sponsor in the City of Madison

Specifically, the City of Madison appropriation would be utilized in the following manner:

Broad Base Community Coalition

MVP understands that the city must prioritize its projects and that capital funds can only be stretched so far. That is why MVP works on leveraging ongoing city projects with philanthropic support to improve those projects for the benefit of all in the City of Madison.

MVP has identified several key projects to achieve the vision identified above:

Large Projects

Madison Community Center

The City of Madison is working on an ambitious plan to convert the former Three Springs facility into a multi-use community center. With additional funding raised by MVP from our community, we can help offset the final price tag and add elements that may not be in the budget.

The new Madison community center will benefit the entire community. MVP will support the city's plans for the new Community Center by gathering all of the stakeholders in Madison together to not only fundraise for but support the proposed community center in a variety of other ways.

Kids Kingdom

Kids Kingdom, greater Huntsville's most popular children's destination, turned 25 this year and has exceeded the end of its lifespan. We are proud to be leading the charge to bring our community of Madison together not only to rebuild Kids Kingdom but make it available to ALL children.

Partnering with Madison City Disability Advocacy Board (MCDAB), we created a coalition of community leaders, nonprofits, Madison City schools, local businesses, and individuals to create an ambitious campaign to raise the funds necessary to not only rebuild Kids Kingdom but make it a state-of-the-art inclusive playground, allowing children of ALL abilities to Play, Learn, and Grow Together.

The Campaign has raised over \$604,000 toward funding the playground rebuild.

Fiscal Sponsorship

MVP will continue its Fiscal Sponsorship program acting as a sponsor for individuals and organizations that do not have a non501 c3 organizations allowing them to use MVP to create and implement projects that enhance the quality of life in Madison.

Acting as a conduit for philanthropic funds MVP will be able to direct donor dollars back into the community.

Community Volunteer Projects

MVP will continue its goal of creating a “net” of Madison organizations working together to successfully implement community volunteer projects and work-days to support projects that benefit our City. We are partnering with the Madison Chamber of Commerce on a snack drive for our local school system, as well as partnering with Opera Huntsville to bring a free and family-friendly, “Opera in the Park” program to Madison.

Madison Visionaries

Stewarding and expanding our coalition of stakeholders, MVP will work as a “hub” to bring together Madison organizations and individuals. After some restructuring, we will implement our Madison *Visionaries*, a group of passionate citizens dedicated to investing resources in maintaining the operations of MVP.

Madison Visionary Partners will continue to work enthusiastically to support the Madison community. The common thread shared by community nonprofits and local government is a determination to use our respective resources to find solutions to meet today’s challenges and support our community. When we weave our resources together, the fabric of the solution is stronger. MVP appreciates the past support of the City of Madison and looks forward to continuing to work together to not only meet the needs of our mutual stakeholders, but to surpass them.